



Garry E. Lucas
Sheriff

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
Clark County Sheriff's Office

Parties

This is an agreement between the Clark County Sheriff (hereinafter referred to as "Sheriff") and...

(User Name and Address)

("User"). Both "Owner" and "User" includes their respective elected officials, officers, employees and agents.

Background

Clark County, a political subdivision of the State of Washington, is the owner of certain real property known as English Pit upon which the Sheriff maintains a firing range and which is located at 902 N.E. 192 Avenue, Vancouver, Washington. The User wishes to use the Sheriff's English Pit firing range for training purposes, which training will occur under the direction and supervision of the User.


Agreement

For and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The Sheriff agrees to allow the User to use the property described above for training purposes on the following date(s) of use: _____
Such training may include firearms training and must be supervised by the User through the use of suitably certified instructors and range safety officers.
2. The User agrees to indemnify and promises to defend and hold harmless the Sheriff and Clark County from any and all liability, loss, damages, expenses, actions and claims that may be alleged to accrue to in favor of any person and against the Sheriff, Clark County or the User by reason of any harm or injury to personnel for the User in the course of their use of the Sheriff's English Pit firing range, except as may arise due to negligence or willful misconduct of the Sheriff, his agents, deputies or employees. The User further agrees to indemnify the Sheriff and Clark County for all costs and reasonable attorney fees incurred by the owner in defense of a claim that arises directly or indirectly on account of or out of the User's sole conduct on the property described in this Agreement.
3. The User also agrees to compensate the Sheriff and Clark County for any damage to Owner's above described property proximately caused by the negligence of the User's personnel during the training exercises covered by the Agreement.

Dated this _____ Day of _____, 20____.

Clark County Sheriff's Office


GARRY LUCAS, SHERIFF

(Agency Name)

*(Name and Title)**



Garry E. Lucas
Sheriff

* If someone other than the chairperson of your governing body intends to sign the agreement, please provide evidence of the authority of your proposed signatory to bind your municipality or company.